IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH.

CIVIL WRIT PETITION NO. 16326 OF 2005

DATE OF DECISION: SEPTEMBER 25, 2006

Parties Name

Krishan Baldev Suri

..PETITIONER

VERSUS

Punjab and Sind Bank and others

...RESPONDENTS

CORAM: HON'BLE MR. JUSTICE JASBIR SINGH
HON'BLE MR. JUSTICE PRITAM PAL

PRESENT: Mr. V. Ramswaroop,
Advocate, for the petitioners.

Mr. I.P.Singh, Advocate, with Mr. Dipinder Singh,
for respondents No. 1 to 4.

Mr. Atul Sharma, Advocate, for respondent No. 6

JASBIR SINGH, J. (Oral)

Order.

CM No. 16008 of 2006

CM application is allowed and the replication is taken on record.

CWP No. 16326 of 2005

This writ petition has been filed by the petitioner with a prayer for issuance of a writ of mandamus directing the respondents No. 1 to 4 to release the payment of Rs. 10,00,000/- along with interest. It is case of the petitioner that the said amount was paid to the respondent – Bank by the petitioner in order to purchase properties mortgaged with the Bank by respondent No. 6. To say that there was an agreement to purchase the mortgaged property, reference has been made to the documents Annexures

P-1 and P-2. Perusal of the documents, referred to above, clearly indicates that the permission to sell the mortgaged property was granted to respondent No. 6 subject to execution of a tripartite agreement amongst the petitioner, borrower and the prospective buyer. (As per information supplied, even that concession was cancelled vide Annexure P-6) No such agreement has been placed on record. Neither the same has been pleaded in the writ petition. It is apparent from the records that vide three cheques, amount was deposited by him in the account of respondent No. 6. It is contention of counsel for the petitioner that those cheques were deposited by him for purchase of the mortgaged property. No such proof has been brought on record. There was no agreement between the Bank and the petitioner for sale/ purchase of the property, mortaged by respondent No. 6 with the Bank. Under these circumstances, contention of counsel for the respondent – Bank that the amount is liable to be adjusted towards the liability to be discharged by respondent No. 6 is perfectly justified. No case is made out for interference. Dismissed.

(Jasbir Singh)
Judge

(Pritam Pal)
Judge

September 25, 2006.
DKC